

**BID OPENING**  
**CITY OF SAN JOSE**  
**OFFICE OF THE CITY CLERK**

RECEIVED  
San Jose City Clerk  
City Clerk  
Time Stamp JUN 25 P 2:16

TOTAL BASE BID 143,220.

ALT NO. 1 \_\_\_\_\_

ALT NO. 2 \_\_\_\_\_

ALT NO. 3 \_\_\_\_\_

Alt No. 4 \_\_\_\_\_

Alt No. 5 \_\_\_\_\_

BID DATE: Thursday, June 25, 2009

Project Manager: Morgan Loatfi – 535-8350

**PENITENCIA CREEK PARK REACH 6 INTERN  
IMPROVEMENTS**

BIDDER NAME: SCQ Construction

☒ Bond \_\_\_\_\_ ☐ Cashier's Check \_\_\_\_\_

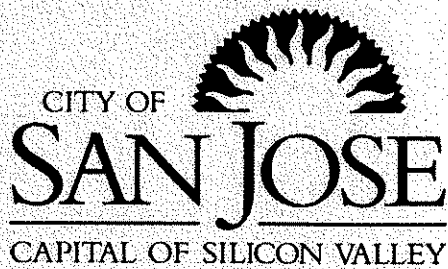
☒ Addendums Included (1)

YES \_\_\_\_\_ NO \_\_\_\_\_

☒ NonCollusion Affidavit

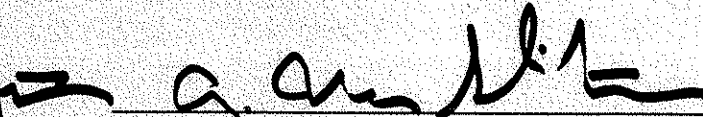
YES \_\_\_\_\_ NO \_\_\_\_\_





**SPECIFICATIONS  
FOR  
PENITENCIA CREEK TRAIL  
REACH 6  
INTERIM IMPROVEMENTS**



  
A. Mark Slichter  
Landscape Architect  
Callander Associates  
L.A. #4692  
Expiration Date: September 30, 2010

  
KATY ALLEN  
Director of Public Works

Date: May 28, 2009

PROJECT MANAGER: MORGAN LOATFI

ADDRESS: CITY OF SAN JOSE – DEPARTMENT OF PUBLIC WORKS  
CITY FACILITIES ARCHITECTURAL SERVICES DIVISION  
200 E. SANTA CLARA ST., 6<sup>TH</sup> FLOOR TOWER  
SAN JOSE, CA 95113-1905

TELEPHONE: (408) 535-8350  
FAX: (408) 292-6288



Project Manager: MORGAN LOATFI

Telephone: (408) 535-8350

Internet Bid Line: <https://cpms.sanjoseca.gov/pub/BidHotline>

## **NOTICE TO CONTRACTORS**

Sealed written proposals are invited by the CITY OF SAN JOSE for:

### **PENITENCIA CREEK PARK REACH 6 INTERIM IMPROVEMENTS**

In accordance with and as described and provided in the Plans and Specifications thereof and the proposed form of contract thereof, all of which are on file in the office of the Director of Public Works and the City Clerk of the City, and which are made a part hereof.

#### **PLANS AND SPECIFICATIONS**

Plans and Specifications may be purchased via the Internet at [www.sjblue.com](http://www.sjblue.com) (PLANWELL Icon) or by calling San José Blue at (408) 295-5770. There will be a non-refundable charge of **One Hundred Twenty Five Dollars (\$125.00) per set**. Checks are to be made to San José Blue. There is a limit of one (1) set per Contractor at this price. Plans, Specifications and Plan Holder's list may be viewed at the same Internet site.

Bidders requesting that sets be mailed to them will be charged the full cost of shipping. Additional full or partial sets can be purchased for the full cost of reproduction from the location listed above. Addenda, if any, will be provided free of charge to all registered plan holders.

Bidders will have fully inspected the project site in all particulars and become thoroughly familiar with the terms and conditions of the Plans, Specifications and other contract documents and local conditions affecting the performance and/or costs of the work prior to submitting their bid proposal.

#### **FILING OF BIDS**

All proposals must be filed with the City Clerk of the City of San Jose, City Hall, 200 E. Santa Clara St., Wing, 2nd Fl., San Jose, CA 95113, on or before 3:00 p.m. Thursday, June 25, 2009 as set forth in the specifications. The City Clerk will publicly open and declare the aggregate bid of each bidder, at his/her office at 3:00 p.m.

Each bid must be accompanied by cash, a certified check, a cashier's check or a bidder's bond in the sum of not less than 10% of the total aggregate of the bid including all add alternates. Checks shall be made payable to the order of the City of San Jose. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the City of San Jose as beneficiary. All bids must be addressed to the City Clerk, City of San Jose and shall bear the title or name of the work to be constructed.

#### **DEPOSIT OF SECURITIES IN LIEU OF RETENTION**

Pursuant to the terms and conditions set forth in Public Contracts Code Section 22300, the contractor may substitute certain securities for any money withheld by City as retention to ensure contractor's



performance under the contract. Such substitution of securities in lieu of retention shall be at the contractor's request and at contractor's sole expense. The securities shall be in an amount equivalent to the retention to be released.

### **PREVAILING WAGES**

Attention is called to the fact that not less than the general prevailing rate of per diem wages and the general prevailing rates for holiday and overtime work must be paid on this project. Copies of the prevailing rate of per diem wages are on file with the Office of the City Clerk or the Office of Equality Assurance and can be obtained by interested bidders from those offices. All questions regarding prevailing wage should be directed to the Office of Equality Assurance at (408) 535-8430.

### **CONTRACTOR'S LICENSE REQUIREMENTS**

All prospective bidders are hereby cautioned that the Contractor's State License Law regulates contractor licensing matters. The Contractor, in its bid proposal, shall be required to disclose its license type, number, and expiration date.

Bidders must have a California contractor's license, classification A to bid this project.

### **NONDISCRIMINATION/NONPREFERENTIAL TREATMENT**

The Nondiscrimination/Nonpreferential Treatment requirements of Chapter 4.08 of the San Jose Municipal Code apply to this project.

### **BOND REQUIREMENTS**

Bidder's attention is directed to those provisions of the Specifications which require the contractor to whom the contract for the work is awarded, to file with the City Clerk at the time the contract is executed, a Contractor's Payment Bond and a Bond for Faithful Performance meeting all the requirements of the Specifications and approved by the City Attorney of the City of San Jose. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the City of San Jose as beneficiary. The Contractor's Faithful Performance Bond shall be for 100% of the contract price. The Contractor's Payment Bond shall be for 100% of the contract price.

**By order of the Council of the City of San Jose.**

DATED: \_\_\_\_\_

**CITY OF SAN JOSE**

**A Municipal Corporation of the State of California**

By \_\_\_\_\_  
**CITY CLERK**





## Information to Bidders

### **PENITENCIA CREEK PARK REACH 6 INTERIM IMPROVEMENTS**

Bid Opening Date: June 25, 2009

On October 25, 2005, the City Council adopted a resolution authorizing the Director of Public Works to award construction contracts with base contract amounts that do not exceed \$1,000,000. Provided that this condition is met, it is the intent that this contract be awarded by the Director of Public Works rather than the Council. Doing so will greatly reduce the timeframe associated with the award of this contract.

The bid results will be posted on the web and available for review by the Monday following the bid opening. All bidders will subsequently be notified of the proposed recommendation to award the contract.

Any communications from bidders regarding concerns with the recommended award action must be received by the Director of Public Works on or before 5 p.m. of the fifth working day following the bidder's receipt of the notice of proposed award.

Questions related to this matter should be addressed to the project manager, Morgan Loatfi, at (408) 535-8350.



**PENITENCIA CREEK TRAIL  
REACH 6  
INTERIM IMPROVEMENTS**

**BID DOCUMENTS**

BID OPENING

3:00 P.M.

Thursday, June 25, 2009

Bidder: Stevens Creek Quarry, Inc.



**PROPOSAL TO CITY OF SAN JOSE**  
**FOR**  
**PENITENCIA CREEK TRAIL REACH 6 INTERIM IMPROVEMENTS**

Name of Bidder:

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on May 28, 2009, entitled, Penitencia Creek Trail Reach 6 Interim Improvements and the Specifications approved by the Director of Public Works on May 28, 2009, entitled Penitencia Creek Trail Reach 6 Interim Improvements on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished



*Department of Public Works*

June 19, 2009

**ADDENDUM NO. 1  
FOR THE  
PENITENCIA CREEK TRAIL REACH 6 INTERIM IMPROVEMENTS**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made of, and incorporated into plans and specifications for the **PENITENCIA CREEK TRAIL REACH 6 INTERIM IMPROVEMENTS PROJECT**.

**BID DOCUMENTS**

**PROPOSAL TO CITY OF SAN JOSE**

**SCHEDULE OF QUANTITIES:**

**DELETE:** The Schedule of Quantities

**REPLACE:** with the Attached Schedule of Quantities

**CONTRACT**

**SCHEDULE OF QUANTITIES:**

**DELETE:** The Schedule of Quantities

**REPLACE:** with the Attached Schedule of Quantities

**SPECIFICATIONS:**

**GENERAL**

**ADD:** Attached Appendix 1

**SECTION 10-9 ASPHALT CONCRETE – TRAIL IMPROVEMENTS**

**DELETE paragraph 3:** Asphalt Surface Course for trail improvements: All asphalt surface course shall be Type "A", 3/4 inch maximum size aggregate, coarse class asphalt concrete as specified in Section 39, "Asphalt Concrete", of the City Standard Specifications.

**REPLACE with the following:** Asphalt Surface Course for trail improvements: All asphalt surface course shall be Type "A", 1/2 inch maximum size aggregate, medium class asphalt concrete as specified in Section 39, "Asphalt Concrete", of the City Standard Specifications.





Penitencia Creek Trail Reach 6 Interim Improvements  
Addendum 1  
June 19, 2009  
Page 2 of 2

**SECTION 10-13 CARPENTRY**

**DELETE section 10-13.3.2:** Header board shall be constructed and installed in accordance with the details as shown on the plans.

**ADD:** The attached Appendix 1 to the end of your specifications.

**PLANS:****SHEET 7 SITE LAYOUT PLAN**

**ADD:** Attached Addendum 1 - Drawing 1 of 5 dated 6/17/09 from Callander Associates

**SHEET 8 SITE LAYOUT PLAN**

**ADD:** Attached Addendum 1 - Drawing 2 of 5 dated 6/17/09 from Callander Associates

**SHEET 9 DETAILS**

**DELETE:** details 3, 6 and 8.

**REPLACE with:** Attached Addendum 1 - Drawings 3 thru 5 dated 6/17/09 from Callander Associates

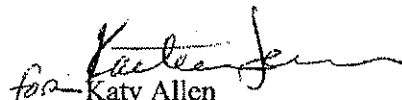
**SHEET 11 DETAILS**

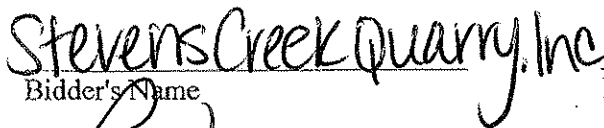
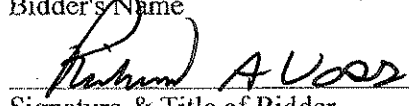
**ADD:** Coastal Conservancy Logo to temporary construction sign per attached guidelines.  
Actual logo will be provided at pre-construction meeting.

**INSTRUCTIONS TO BIDDER:**

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with the bid documents shall not relieve the bidder of the obligation to include this addendum with the bid proposal.

APPROVED BY:

  
for Katy Allen  
Director  
Public Works Department

  
Bidder's Name  
  
Signature & Title of Bidder  
6-25-09  
Date







in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A "List of Subcontractors".
3. A "Statement of Bidder's Experience".

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.



# NONCOLLUSION AFFIDAVIT

Project Title: Penitencia Creek Trail Reach 6 Interim Improvements,

Richard A. Voss, being first duly sworn, deposes and says that he/she is  
(print name)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on 6-25-09

Stevens Creek Quarry, Inc.  
Legal Company Name

Corporation  
Indicate Type of Entity: Sole Proprietorship,  
Partnership (General/Limited Partners),  
Corporation, Joint Venture, etc.

City Business Lic. No.: 062292209  
Expiration Date: 6-30-09  
State Contractor Lic. No.: 155174  
Classification: AC12  
Expiration Date: 4-30-2010  
Federal I. D. No.: 94-1302297  
Address: 12100 Stevens Canyon Rd  
Cupertino CA 95014

By: Richard A. Voss  
Title: President

Telephone: 408-253-2512

\*\*\*\*\*

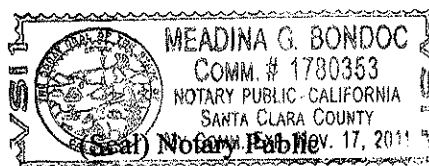
## NOTARY

On 6-24-2009 before me, MEADINA G BONDOC, Notary Public, personally appeared  
(name and title of officer)  
RICHARD A VOSS who proved to me on the basis of satisfactory evidence to be  
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true  
and correct.

WITNESS my hand and official seal.

Signature Meadina G Bondoc







## BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Stevens Creek Quarry, Inc. as PRINCIPAL,  
and Liberty Mutual Insurance Company, a corporation duly organized under the  
laws of the State of Massachusetts and duly licensed to become sole surety on bonds  
required or authorized by the State of California, as SURETY, are held and firmly bound unto the  
City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE  
TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the  
City of San Jose, for the work described below; for the payment of which sum in lawful money of  
the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators  
and successors, jointly and severally, firmly by these presents. In no case shall the liability of the  
Surety hereunder exceed the sum of 10% of Bid Amount DOLLARS (\$  
10% of Bid).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for  
certain construction specifically described as follows, for which bids are to be opened in the Office  
of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA  
95113, on June 25, 2009 for PENITENCIA CREEK TRAIL REACH 6 INTERIM IMPROVEMENTS

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time  
and manner required under the specifications, after the prescribed forms are presented to Principal  
for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and  
files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance  
policies with the City, all as required by the specifications and the contract or by law, then the  
obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety  
and its bond shall be in no way impaired or affected by any extension of the time within which the  
Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the  
Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to  
be fixed by the court.



IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

day of June 23rd, 2009.

PRINCIPAL

SURETY

Stevens Creek Quarry, Inc.

Legal Company Name

Liberty Mutual Insurance Company

Legal Company Name

Corporation  
Indicate Type of Entity

By

Richard A. Voss  
Title: President

By

David Mahler  
Title: David Mahler, Attorney-in-Fact

By

Title:

By

Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

17



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY**

**KNOW ALL PERSONS BY THESE PRESENTS:** That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **DAVID F. DRUML, DAVID K. MAHLER, ALL OF THE CITY OF FOSTER CITY, STATE OF CALIFORNIA**.....

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY FIVE MILLION AND 00/100\*\*\*\*\* DOLLARS (\$ 25,000,000.00\*\*\*\*\*)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

**ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.**

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 13th day of June, 2008

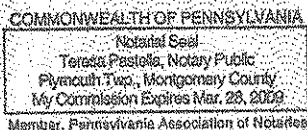
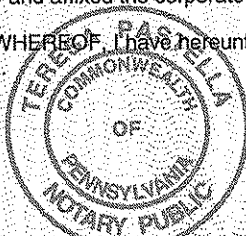
**LIBERTY MUTUAL INSURANCE COMPANY**

By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 13th day of June, 2008, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella  
Teresa Pastella, Notary Public

**CERTIFICATE**

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

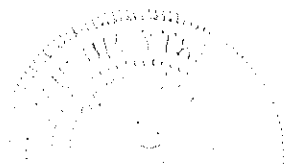
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 23rd day of June, 2009



By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On June 23rd, 2009  
Date

before me,

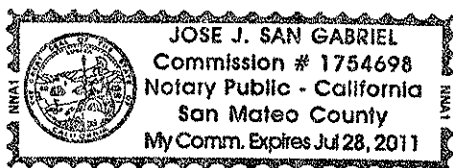
**Jose J. San Gabriel, Notary Public**

Here Insert Name and Title of the Officer

personally appeared David K. Mahler

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: June 23rd, 2009

Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: David K. Mahler

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☒ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_  
Liberty Mutual Insurance Company

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

1. The first part of the paper is devoted to the study of the properties of the function  $f(x)$  defined by the equation

$$f(x) = \int_0^x f(t) dt$$

2.

3.

4.

5.

6.



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA

On 6-24-2009 before me, MEADINA G BONDOC, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

personally appeared RICHARD A VOSS  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Meadina G Bondoc  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: BID BOND

Document Date: JUNE 24, 2009 Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: RICHARD A VOSS

- ☐ Individual  
☒ Corporate Officer — Title(s): PRESIDENT  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here



## PENITENCIA CREEK TRAIL REACH 6 INTERIM IMPROVEMENTS

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[illegible]



# STATEMENT OF BIDDER'S EXPERIENCE

## Penitencia Creek Trail Reach 6 Interim Improvements

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

<u>PROJECT NAME</u>	<u>AGENCY/ENTITY</u>	<u>CONTRACT AMOUNT</u>
VTA Highway 85/87	FCI Constructors	\$3,162,140.00
Stevens Canyon Rd.	Santa Clara County Rd & Airport	\$883,000.00
Tully Rd Ball Field (Phase 1 & 3)	City of San Jose	\$937,000.00
Norman Mineta Int'l Airport	Pinnacle CNG Co	\$678,000.00
Guadalupe River Trail	City of San Jose	\$909,500.00
Main St. Railroad Crossing	City of Morgan Hill	\$277,000.00
CalTrans 101/156	R.M. Harris Co	\$2,160,000.00
Seal Point Park	Robert A Bohman	\$2,150,000.00
DOT 04-246914	SAN JOSE	\$588,452.00
DOT 04-246954	SAN JOSE	\$435,416.00
Route 85 & 87 Interchange	DOT 04-246964	\$388,550.00
MVP Pullouts	DOT 04-246934	\$1,507,886.00
32992 Mission Blvd	Chapel of the Chimes	\$5,334,425.00
Pavement Rehabilitation	City of El Cerrito	\$553,986.00
Patch Paving	City of El Cerrito	\$1,754,500.00
Crow Canyon Rd. Pavement Rehab	City of San Ramon	\$1,532,585.80

